

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>	PAGE <b>1</b> OF <b>32</b>
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00253-04-R-0005</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>10 MAR 04</b>
9. ISSUED BY <b>Naval Undersea Warfare Center, Division Keyport 610 Dowell Street Keyport, WA 98345-7610</b>		CODE <b>N00253</b>		6. REQUISITION/PURCHASE NO. <b>33116100/33116118</b>	
8. ADDRESS OFFER TO (If other than item 7)					

NOTE: In sealed bid solicitations "offer" and offeror" mean "bid" and "bidder".

#### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 944, NUWC Division Keyport, WA until 3:00 PM local time 9 APR 04.  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals; See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME <b>JAIME JERDE</b> CONTRACT SPECIALIST		8. TELEPHONE NO. (NO COLLECT CALLS) <b>360 315-3586</b>	C. E-MAIL ADDRESS <b>JerdeJM@kpt.nuwc.navy.mil</b>
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#### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER			18. OFFER DATE	
	EXT.				

#### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

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**SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
0001	Dolly, Handling, MK24 Mod 1 in accordance with NAVSEA Data List 5166020, Rev AE, and all associated drawings, as listed in Section J.	6	EA	\$ _____	\$ _____
0002	Adapter, Dolly, Lamps, MK 137 Mod 1 in accordance with NAVSEA Data List 5166321, Rev Y, and all associated drawings, as listed in Section J.	6	EA	\$ _____	\$ _____
<b>TOTAL AGGREGATE AMOUNT</b>					\$ _____

**NOTES TO OFFERORS:**

**Note 1:** All questions regarding this solicitation and all requests for drawings and specifications should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to JerdeJM@kpt.nuwc.navy.mil.

**Note 2:** As noted in the clause entitled “Compliance with Specifications,” any exceptions or deviations to the Government specifications must be clearly identified in a cover letter and submitted as part of your proposal. If deviations are proposed, the offeror shall provide an explanation of how the proposed service meets the functions requirements. Failure to notify the Government of all deviations prior to award may be grounds for contract termination.

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## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### COMPLIANCE WITH SPECIFICATIONS

In order to ensure compliance with all the specification requirements, the contractor shall indicate in its offer, and notify the Government in a cover letter, what specifications, if any, the offeror does not intend to meet. The offeror shall explain, in detail, how any proposed deviation/exception will nonetheless meet the Government's functional requirements. Should descriptive literature be supplied by the offeror, it will be presumed that the offeror intends to meet all of the specifications, regardless of the descriptive literature, unless the offeror specifically notes its exceptions.

It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the contracting officer at the earliest possible time, in writing, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

### STANDARD WARRANTY

The Contractor shall extend to the Government the full coverage of any standard warranty normally offered in a similar sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard warranty. The standard warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule. The Contractor shall provide a copy of its standard warranty (if applicable) with its offer. The warranty covers a period of \_\_\_\_\_ months (offeror is to insert number).

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## SECTION D – PACAKAGING AND MARKING

### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) *Definitions.* As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Commonly accepted commercial marks” means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

“DoD unique item identification” means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition—

- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.
- (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

“Enterprise” means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and
- (2) For cost-type line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government for each item at the time of delivery.

“Issuing agency code” means a code that designates the registration (or controlling) authority.

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“Item” means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

“Machine-readable” means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

“Registration (or controlling) authority” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Serial number within the enterprise identifier” or “unique serial number” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part number” or “serial number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part number” means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

“Unique item identification” means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

“Unique item identifier” means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identification.*

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for—

- (i) All items for which the Government’s unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:

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Contract Line, Subline, or  
Exhibit Line Item Number

Item Description


- (iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_\_.
- (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
- (3) *Data syntax and semantics.* The Contractor shall—
- (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
    - (A) Data Identifiers (DIs) (Format 06).
    - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
    - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution “DD” format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and
  - (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.
- (4) *Marking items.*
- (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code—
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) *Commonly accepted commercial marks.* The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
- (e) *Material Inspection and Receiving Report.* The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Description.\*
  - (2) Unique identifier.\*\* consisting of—
    - (i) Concatenated DoD unique item identifier; or
    - (ii) DoD recognized unique identification equivalent.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if DoD unique item identifier is used).\*\*
  - (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
  - (6) Original part number.
  - (7) Serial number.\*\*
  - (8) Quantity shipped.\*

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- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) *Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification.* The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of—
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) *Subcontracts.* If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

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**SECTION E – INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

**INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD Form 250, DD Form 1155, or Standard Form 44). The executed payment copy or MILSCAP Format Identifier PKN or PKP shall be forwarded to the payment office within four working days (five days when MILSCAP Format is used) after delivery and acceptance of the shipment by the receiving activity. One executed copy of the final DD Form 250 shall be forwarded to the contract administration office cited in Block 10 for implementing contract closeout procedures, except when a DFAS is cited as the payment office.



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## SECTION F – DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

### 52.211-8 TIME OF DELIVERY (JUNE 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### Required Delivery Schedule

Item No.	Quantity	Within Days After Date of Contract
0001	6 EA	240 days
0002	6 EA	240 days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### Offeror's Proposed Delivery Schedule

Item No.	Quantity	Within Days After Date of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal

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holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

#### PROOF OF DELIVERY

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

#### PLACE OF DELIVERY - DESTINATION

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Naval Undersea Warfare Center  
610 Dowell St., Bldg. 893  
Keyport, WA 98345-7610

(b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include Contractor requests for progress payments.
- (b) The Contractor shall submit original invoices with three (3) copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 - Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the Contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The Contractor shall prepare:
- \_\_\_ a separate invoice for each activity designated to receive the supplies or services.
  - \_\_\_ a separate invoice for each shipment to the activity designated to receive the supplies or services.
  - \_\_\_ a consolidated invoice covering all shipments delivered under an individual order.
  - XX any of the above.
- (f) If acceptance is at origin, the Contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

## CONTRACTOR POINT OF CONTACT

In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 PHONE: ( ) \_\_\_\_\_  
 FULL INTERNET E-MAIL ADDRESS: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_

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**NOTICE TO CONTRACTOR -"REMIT TO" ADDRESS**

The offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror. The address may be different but the contractor's name must be the same as page 1 on the resultant contract/order, or there must be a proper Notice of Assignment. This invoice information is critical to prevent delays in payment.

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: (    ) \_\_\_\_\_  
 FULL INTERNET E-MAIL ADDRESS: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_

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## SECTION I - CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses	<a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>
DFARS clauses	<a href="http://www.acq.osd.mil/dpap/dfars/index.htm">http://www.acq.osd.mil/dpap/dfars/index.htm</a>
NMCARS clauses	<a href="http://www.abm.rda.hq.navy.mil/navyaos/content/view/full/3464">http://www.abm.rda.hq.navy.mil/navyaos/content/view/full/3464</a>

The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-5	MATERIAL REQUIREMENTS	(AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	(FEB 2003)
52.215-2	AUDITS AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)

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52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS			(JAN 1999)	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS			(OCT 2000)	
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS			(JUN 2003)	
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES			(JAN 2004)	
52.222-20	WALSH HEALY PUBLIC CONTRACTS ACT			(DEC 1996)	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES			(FEB 1999)	
52.222-26	EQUAL OPPORTUNITY			(APR 2002)	
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA			(DEC 2001)	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES			(JUN 1998)	
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA			(DEC 2001)	
52.223-6	DRUG-FREE WORKPLACE			(MAY 2001)	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING			(AUG 2003)	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES			(DEC 2003)	
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS			(APR 2003)	
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES			(FEB 2003)	
252.225-7013	DUTY-FREE ENTRY			(JAN 2004)	
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FMS GOVERNMENT OF EGYPT			(APR 2003)	
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS			(APR 2003)	
252.225-7036	BUY AMERICAN ACT-NAFTA IMPLEMENTATIONS ACT – BALANCE OF PAYMENT PROGRAMS			(JAN 2004)	
52.227-1	AUTHORIZATION AND CONSENT			(JUL 1995)	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT			(AUG 1996)	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES			(APR 2003)	
252.231-7000	SUPPLEMENTAL COST PRINCIPLES			(DEC 1991)	
52.232-1	PAYMENTS			(APR 1984)	
52.232-8	DISCOUNTS FOR PROMPT PAYMENT			(FEB 2002)	
52.232-11	EXTRAS			(APR 1984)	
52.232-17	INTEREST			(JUN 1996)	
52.232-23	ASSIGNMENT OF CLAIMS			(JAN1986)	
	ALTERNATE I			(APR 1984)	
52.232-25	PROMPT PAYMENT			(OCT 2003)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION			(OCT 2003)	
52.233-1	DISPUTES			(JUL 2002)	
	ALTERNATE I			(DEC 1991)	
52.233-3	PROTEST AFTER AWARD			(AUG 1996)	
52.242-13	BANKRUPTCY			(JUL 1995)	
52.243-1	CHANGES - FIXED PRICE			(AUG 1987)	
252.243-7001	PRICING OF CONTRACT MODIFICATIONS			(DEC 1991)	
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT			(MAR 1998)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS			(APR 2003)	

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252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

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**SECTION J - LIST OF ATTACHMENTS**

**HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Attachment 1 – Past Performance Worksheet

**DOLLY, HANDLING MK 24 MOD 1**

Attachment 2 – Data List 5166020, Rev. AE, Dolly, Handling, MK 24 Mod 1

Attachment 3 – Drawing 5166020, Rev. H, Dolly, Handling, MK 24 Mod 1

Attachment 4 – Drawing 2644612, Rev. P, Lanyard

Attachment 5 – Drawing 2645225, Rev. E, Roller

Attachment 6 – Drawing 2645224, Rev. D, Bracket, Pivot

Attachment 7 – Drawing 2645226, Rev. E, Spacer, Roller

Attachment 8 – Drawing 2645227, Rev. D, Wrench

Attachment 9 – Drawing 2645228, Rev. D, Spacer, Wrench

Attachment 10 – Drawing 2645229, Rev. E, Holder, Wrench

Attachment 11 – Drawing 2645230, Rev. D, Spacer, Wrench

Attachment 12 – Drawing 2645234, Rev. F, Support Weldment

Attachment 13 – Drawing 2645236, Rev. E, Cover

Attachment 14 – Drawing 2645237, Rev. D, Slider

Attachment 15 – Drawing 2645238, Rev. D, Shaft

Attachment 16 – Drawing 2645239, Rev. D, Guide, Spring

Attachment 17 – Drawing 2645240, Rev. D, Spring

Attachment 18 – Drawing 2645241, Rev. D, Seat, Spring

Attachment 19 – Drawing 2645246, Rev. E, Axle

Attachment 20 – Drawing 2645247, Rev. D, Bearing, Ball

Attachment 21 – Drawing 2645249, Rev. G, Handle, L.H. Weldment

Attachment 22 – Drawing 2645250, Rev. G, Handle, L.H. Weldment

Attachment 23 – Drawing 2645251, Rev. D, Grip, Weldment

Attachment 24 – Drawing 2645253, Rev. D, End Cap

Attachment 25 – Drawing 2645254, Rev. F, Clamp

Attachment 26 – Drawing 2645257, Rev. F, Cable Assembly

Attachment 27 – Drawing 2645259, Rev. D, Coating

Attachment 28 – Drawing 2645264, Rev. E, Bracket, Strap

Attachment 29 – Drawing 2645269, Rev. D, Spacer

Attachment 30 – Drawing 2645273, Rev. B, Adhesive

Attachment 31 – Drawing 2645274, Rev. B, Adhesive, Primer

Attachment 32 – Drawing 5165937, Rev. E, Strap, Assembly

Attachment 33 – Drawing 5166021, Rev. C, NamePlate

Attachment 34 – Drawing 5166022, Rev. D, SidePlate

Attachment 35 – Drawing 5166023, Rev. C, SidePlate

Attachment 36 – Drawing 5166024, Rev. D, Brace

Attachment 37 – Drawing 5166025, Rev. C, Link

Attachment 38 – Drawing 5166026, Rev. D, Guide

Attachment 39 – Drawing 5166027, Rev. B, Pin

Attachment 40 – Drawing 5166028, Rev. B, Screw, Adjustment

Attachment 41 – Drawing 5166029, Rev. B, Spreader Roll

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Attachment 42 – Drawing 5166030, Rev. B, Nut  
Attachment 43 – Drawing 5166031, Rev. B, Pin  
Attachment 44 – Drawing 5166032, Rev. C, Spring  
Attachment 45 – Drawing 5166033, Rev. C, Fork  
Attachment 46 – Drawing 5166034, Rev. C, Spool  
Attachment 47 – Drawing 5166035, Rev. B, Cross Bar  
Attachment 48 – Drawing 5166036, Rev. B, Gauge Wheel  
Attachment 49 – Drawing 5166037, Rev. C, Side Plate  
Attachment 50 – Drawing 5166038, Rev. C, Side Plate  
Attachment 51 – Drawing 5166039, Rev. D, Hub and Wheel  
Attachment 52 – Drawing 5166040, Rev. B, Support, Brake, R.H.  
Attachment 53 – Drawing 5166041, Rev. B, Support, Brake, R.H.  
Attachment 54 – Drawing 5166077, Rev. D, Rail Support  
Attachment 55 – Drawing 5166078, Rev. F, Frame Assembly  
Attachment 56 – Drawing 5166079, Rev. C, Rail  
Attachment 57 – Drawing 5166097, Rev. C, Bracket, Roller  
Attachment 58 – Drawing 5166098, Rev. D, Cross Frame  
Attachment 59 – Drawing 5166130, Rev. E, Handle, RH  
Attachment 60 – Drawing 5166131, Rev. E, Handle, Assembly-LH  
Attachment 61 – Drawing 5166264, Rev. D, Nut  
Attachment 62 – Drawing 5166323, Rev. B, Spacer  
Attachment 63 – Drawing 5166397, Rev. D, CAM  
Attachment 64 – Drawing 5166398, Rev. B, Bearing, Thrust  
Attachment 65 – Drawing 5166399, Rev. B, Spring, Extension  
Attachment 66 – Drawing 5166263, Rev. E, Collar

**ADAPTER, DOLLY, LAMPS MK 137 MOD 1**

Attachment 67 – Data List, Rev. Y, Adapter, Dolly, Lamps MK 137 MOD 1  
Attachment 68 – Drawing 5166321, Rev. J, Adapter, Dolly, Lamps MK 137 MOD 1  
Attachment 69 – Drawing 5165953, Rev. D, Outtrigger, LH  
Attachment 70 – Drawing 5166954, Rev. D, Outtrigger, LH  
Attachment 71 – Drawing 5165955, Rev. C, Beam  
Attachment 72 – Drawing 5166956, Rev. C, Hinge  
Attachment 73 – Drawing 5165957, Rev. C, Hinge Assembly  
Attachment 74 – Drawing 5165958, Rev. D, Hand Knob Assembly  
Attachment 75 – Drawing 5165959, Rev. D, Leveling Foot  
Attachment 76 – Drawing 5165960, Rev. D, Pad  
Attachment 77 – Drawing 5165961, Rev. C, Clip, LH  
Attachment 78 – Drawing 5165962, Rev. C, Support  
Attachment 79 – Drawing 5165963, Rev. C, Clip, RH  
Attachment 80 – Drawing 5165964, Rev. C, Base  
Attachment 81 – Drawing 5165965, Rev. C, Hand Pump  
Attachment 82 – Drawing 5165966, Rev. F, Jack  
Attachment 83 – Drawing 5165967, Rev. F, Support, Outtrigger  
Attachment 84 – Drawing 5165968, Rev. E, Yoke  
Attachment 85 – Drawing 5165969, Rev. E, Plate, Scissor  
Attachment 86 – Drawing 5165970, Rev. D, Ring, Clamping  
Attachment 87 – Drawing 5165971, Rev. E, Brake Plate  
Attachment 88 – Drawing 5165972, Rev. C, Brake Ring

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Attachment 89 – Drawing 5165973, Rev. D, Shaft  
 Attachment 90 – Drawing 5165974, Rev. C, Knob  
 Attachment 91 – Drawing 5165975, Rev. C, Brace  
 Attachment 92 – Drawing 5165976, Rev. C, Manifold  
 Attachment 93 – Drawing 5165977, Rev. C, Fitting  
 Attachment 94 – Drawing 5165978, Rev. C, Fitting  
 Attachment 95 – Drawing 5165979, Rev. C, Fitting  
 Attachment 96 – Drawing 5165980, Rev. C, Fitting  
 Attachment 97 – Drawing 5165982, Rev. C, Valve, Relief  
 Attachment 98 – Drawing 5166004, Rev. E, Screw, Cap, Socket Head  
 Attachment 99 – Drawing 5166019, Rev. C, Block  
 Attachment 100 – Drawing 5166328, Rev. D, Spacer  
 Attachment 101 – Drawing 5166329, Rev. C, Stopper  
 Attachment 102 – Drawing 5166330, Rev. D, Support, Brace  
 Attachment 103 – Drawing 5166331, Rev. C, NamePlate  
 Attachment 104 – Drawing 5166332, Rev. F, Table Assembly  
 Attachment 105 – Drawing 5166333, Rev. H, Table Weldment  
 Attachment 106 – Drawing 5167800, Rev. C, Post  
 Attachment 107 – Drawing 6214096, Rev. A, Vent Assembly, Air  
 Attachment 108 – Drawing 2644612, Rev. P, Lanyard  
 Attachment 109 – Data List 5167084, Rev. B, Dolly-Adapter Set  
 Attachment 110 – Drawing 5167084, Rev. B, Dolly-Adapter Set

\*\*ALL REQUESTS FOR DRAWINGS AND SPECIFICATIONS SHOULD BE SUBMITTED IN WRITING AS SOON AS PRACTICABLE AFTER RECEIPT OF SOLICITATION. REQUESTS MAY BE FORWARDED TO JAIME JERDE VIA FACSIMILE: (360) 396-7036 OR VIA E-MAIL TO JERDEJM@KPT.NUWC.NAVY.MIL.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	(DEC 2001)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

a) The offeror certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

- (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

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(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

#### 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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52.209-5

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals--

(A) Are ☐ , are not ☐ , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6

**PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend *[check applicable box]* to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility  
if other than offeror or respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) – ALT I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 333999.  
 (2) The small business size standard is 500 employees.  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

#### (b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It is, ☐ is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.  
☐ Hispanic American.  
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision—

*“Service-disabled veteran-owned small business concern” -*

(1) Means a small business concern –

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
 (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*“Small business concern,”* means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*“Veteran-owned small business concern”* means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and  
 (2) The management and daily business operations of which are controlled by one or more veterans.

*“Women-owned small business concern,”* means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and  
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -



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- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that –

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has ☐ has not ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or  
[ ] (v) The facility is not located in the United States or its outlying areas.

**252.225-7035 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)**

(a) Definitions. "Domestic end product," "foreign end product", "NAFTA country end product" and "qualifying country end product" have the meanings given in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications.

(1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item no.) (Insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.) (Insert country of origin)

(iii) The Offeror certifies that the following supplies are other foreign end products:

\_\_\_\_\_  
(Insert line item no.) (Insert country of origin)

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**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**CERTIFICATION REGARDING ACTUAL MANUFACTURER (BUSINESS SIZE IDENTIFICATION)**

1. The offeror certifies that it is ( ), is not ( ) the actual manufacturer of the item(s) covered by this solicitation/contract. The following information is to be provided by offerors who are not the actual manufacturer:

a. Actual Manufacturer(s) Identification [if more than one, identify all]:

	ACTUAL MFR'S	ACTUAL MFR'S
	PART NO.OR OTHER	BUSINESS SIZE*
NAME AND ADDRESS	IDENTIFICATION	(L, SB, SDB)

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b. Support effort performed by the offeror in addition to purchasing the item(s) for resale to the Government:

(1) Testing/Quality Assurance:	Yes/No
(2) Preservation, Packaging, and Packing:	Yes/No
(3) Bar Coding	Yes/No
(4) Other _____	

\*Refer to Section K (52.219-1 A1) for the business size standards for this solicitation. L = Large Business. SB = Small Business. SDB = Small Disadvantaged Business.

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### AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations [list names, titles, telephone numbers, and e-mail addresses of the authorized negotiators]:

NAME(s): \_\_\_\_\_  
 TITLE(s): \_\_\_\_\_  
 PHONE(s): \_\_\_\_\_  
 FULL INTERNET E-MAIL ADDRESS(s): \_\_\_\_\_  
 FAX NO(s): \_\_\_\_\_

### EXCLUSION OF STANDARD COMMERCIAL TERMS AND CONDITIONS

Where a bidder/offeror uses forms other than or in addition to, those supplied with this solicitation in the submission of his bid/offer, and where such other forms contain terms, conditions or provisions which conflict with, or unacceptably add to, the terms and conditions of this solicitation, the bid/offer may be rejected as non-responsive. Where a bidder/offeror intends to use said forms but does not intend to make bid/offer which varies from the terms and conditions of the solicitation, he shall mark the following agreement in the box provided below:

( ) The bidder/offeror agrees that all terms, conditions or provisions which are commercially printed on his standard quotation or proposal forms or letterheads are to be excluded from his bid/offer insofar as they conflict with or unacceptably add to the terms and conditions of this solicitation.

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# **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(OCT 2002)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	(JAN 2004)

## **52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained—

(a) From the ASSIST database via the Internet at  
<http://assist.daps.mil>; or

(b) By submitting a request to the-  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
  
Telephone: (215) 697-2667/2179  
Facsimile: (215) 697-1462

## **52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be  
( ) DX rated order; ( X ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

## **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

## **52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Naval Undersea Warfare Center Division Keyport, Code 18 Melanie A. Powers, 610 Dowell Street, Building 944, Keyport, WA 98345 .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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## REVIEW OF AGENCY PROTESTS

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, Naval Undersea Warfare Center Division Keyport (NUWC DIVKPT), shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for NUWC DIVKPT is the Acquisition Division Head, Supply Department (Code 18), Naval Undersea Warfare Center Division Keyport, 610 Dowell Street, Building 944, Keyport, WA 98345.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

## PRE-AWARD POINT OF CONTACT

(a) The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters.

(b) The Contract Negotiator for this contract is:

Name: Jaime M. Jerde  
Address: Naval Undersea Warfare Center Division, Keyport  
Code 18 Bldg. 945  
610 Dowell Street  
Keyport, WA 98345  
Telephone: (360) 315-3586  
E-mail: JerdeJM@kpt.nuwc.navy.mil

## PROPOSAL SUBMITTAL REQUIREMENTS (BETA)

Offerors shall submit the following information with their offer:

### 1) TECHNICAL

a) Compliance/Exceptions - On a separate sheet of paper, state whether the offer complies or does not comply with the specifications. Identify any "exceptions" to the specifications and state precisely how the offered supplies/services differ from the applicable specification paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

b) Product Information - This information is optional. Submit duplicate copies if any literature is provided with the offer. Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. **It will be presumed that the offeror intends to meet all of the specifications, regardless of product information provided, unless the offeror specifically notes its exception per the preceding paragraph.**

2) PRICE - Proposed pricing shall be provided on a unit price line item basis in the solicitation. (Also, be sure to complete all certifications in the solicitation.) The entire completed and signed solicitation shall be returned as part of your offer.

NSN 7540-01-152-8067 PREVIOUS EDITION USABLE	36-109 OP 64 (REV. 8-93)	<b>STANDARD FORM 36</b> (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.111
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4) PAST PERFORMANCE

a) Past Performance Worksheet - Offerors shall demonstrate past performance by completing Past Performance Worksheet(s) (see Enclosure 1). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Past Performance Worksheet will not be considered. **Failure to submit Past Performance Worksheets shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.**

b) Number of Contracts – Provide up to five of your most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this solicitation. If you do not have any Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete your Past Performance Worksheet.

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## SECTION M - EVALUATION FACTORS FOR AWARD

### HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items.

### HQ M-2-0009 LANGUAGE REGARDING CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.

### BEST VALUE EVALUATION (BETA)

1) Award under this procurement will be made to the technically acceptable offer which provides the best value to the Government, price and past performance considered. In determining the best value to the government, an analysis of the relative benefits of price and past performance will be performed, if necessary.

2) Technically Acceptable - In order to be determined technically acceptable, offers must meet or exceed the specifications in the solicitation and any subsequent amendments. (see Proposal Submittal Requirements) **The offer must be determined to be technically acceptable before further consideration.**

3) Evaluation Factors - Offers that are determined to be technically acceptable will be evaluated in terms of price and past performance, with past performance being moderately more important than price.

a) Price - Evaluation of price will include the following factors:

- (XX) Single Award evaluation per the paragraph entitled "Single Award for All Items."
- (XX) Small Disadvantaged Business preference per FAR 52.219-23
- (XX) HUBZone Small Business preference per FAR 52.219-4

b) Past Performance - Evaluation of past performance information (see Proposal Submittal Requirements) will include, but not be limited to, relevance and extent of previous contracts, quality and conformance of product/services to specifications, timely delivery and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources which may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history may not represent the most advantageous proposal to the Government.



**PAST PERFORMANCE WORKSHEET**

The Government highly prefers that you submit your company's five most recent references, all of which should be Government references. The Government references should be a Contracting Officer (CO) and a Program Manager or equivalent. Relevance is determined by considering the products provided, dollar value, period of performance, and worldwide delivery and warranty support capabilities. Attached is the Past Performance Questionnaire that must be submitted with your offer. In addition, discuss any contractual vehicles (contracts, delivery orders, etc.) terminated for default by a CO affecting your company within the past five years. Also, describe all instances in which your company has ever been the subject of, or party to, a proposed debarment/suspension case and the outcome. Failure to comply with these instructions may result in elimination from further consideration.

*Reference #1*

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

*Reference #2*

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

**Reference #3**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

*Reference #4*

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

*Reference #5*

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

The vendor may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Companies should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

PLEASE ENSURE ALL THE ABOVE REFERENCED INFORMATION IS CORRECT.